

1
2
3 BILL NO. S-75-09- 06

4 SPECIAL ORDINANCE NO. S- 189-75.

5 AN ORDINANCE approving a contract with HIPSKIND
6 ASPHALT CORPORATION for street and curb
7 construction in Scottsville Addition
8 Resolution 5690-1975

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated August 25, 1975, between the
12 City of Fort Wayne, by and through its Mayor and the Board of Public Works and
13 HIPSKIND ASPHALT CORPORATION, for:

14 Draining, curbing, grading and paving the roadway to a uniform
15 width of twenty seven (27) feet, including curbs with 6" plain
16 concrete in Scottsville Addition Neighborhood Improvement Package
as follows:

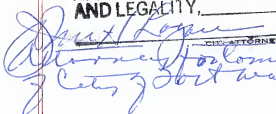
17 South Cedar Crest Circle, West Cedar Crest Circle and North Cedar
18 Crest Circle from the west property line of Kyle Road to the west
19 property line of Kyle Road, and Pinecrest Drive from the north
property line of South Cedar Crest Circle to the south property line
of North Cedar Crest Circle

20 for a total cost of \$133,106.30, of which the property owners will be paying
21 approximately \$59,000.00, all as more specifically set forth in said contract
22 which is on file in the Office of the Board of Public Works and is by reference
23 incorporated herein, made a part hereof and is hereby in all things ratified, con-
24 firmed and approved.

25
26 SECTION 2. This Ordinance shall be in full force and effect from
27 and after its passage and approval by the Mayor.

28
29 
30 Councilman

31
32
33
34 APPROVED AS TO FORM
35 AND LEGALITY.


CITY ATTORNEY
Attorney for Common Council
of City of Fort Wayne

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 9-9-75 Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 9/23/75 Charles W. Westerman
CITY CLERK
Melvin J. Stenck Chief Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-189-75 on the 23rd day of September, 1975.

ATTEST: (SEAL)
Charles W. Westerman CITY CLERK
Melvin J. Stenck Chief Deputy
James Stier PRESIDING OFFICER
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of September, 1975, at the hour of 10:00 o'clock A. M. E.S.T.

Charles W. Westerman CITY CLERK
Melvin J. Stenck Chief Deputy
Approved and signed by me this 25th day of September, 1975, at the hour of 1:00 o'clock P. M. E.S.T.

Jeff L. Hoff
MAYOR

S-75-09-06

Bill No. _____

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with HIPSKIND ASPHALT CORPORATION for street
and curb construction in Scottsville Addition Resolution 5690-1975

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

Eugene Kraus Jr.
William T. Hinga
John Huckols

CONCURRED IN
DATE 9-23-75 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

August 15, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Pursuant to petitions, public hearings and bids, contract has been awarded for construction of concrete curbs and streets on South Cedar Crest Circle, West Cedar Crest Circle, North Cedar Crest Circle and Pinecrest Drive in Scottsville Addition.

Hipskind Asphalt Corporation was the low bidder in amount of \$133,106.30. Property owners will be paying \$12.00 per front foot toward the project, or approximately \$59,000.00.

The contractor is ready to proceed with construction. The Board, therefore, requests a "Prior Approval".

An Ordinance will be submitted as soon as contract documents are prepared and approved.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

Carl E. O'Neal, Member

CEO:bt
cc: Mayor
Attachment: Tabulation

APPROVED:

Eugene Krampf
John Mueller *William J. Fingers* *Samuel J. Talarico*
W. Schmidt *Paul J. ...*

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. ...
City Clerk

AN EQUAL OPPORTUNITY EMPLOYER

PROJECT

Scottsville Neighborhood Improvement Package

BID

ANALYSIS

SHEET

DATE

July 30, 1975

RES. NO.

5690-1975

MATERIAL

Concrete

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

CONTRACTORS

STREETS — ALLEYS — SIDEWALKS
QUAN UNIT MATERIAL

ESTIMATE

EXTENSION

Hipskind Asphalt
CorporationUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BID

3,258	Cu. Yds.	Excavation - regular	3.36	10,946.88	4.00	13,032.00					
7,282	Sq. Yds.	Pavement, concrete, 6" plain, including curb	10.42	75,878.44	9.80	71,363.60					
400	Tons	Pavement, asphalt, 8" deep strength	23.52	9,408.00	20.00	8,000.00					
300	Tons	Stone for drives, #73	4.48	1,344.00	8.00	2,400.00					
15	Tons	Hot asphalt surface, City Mix A-2, or State "B"	25.00	375.00	30.00	450.00					
30	Tons	Hot asphalt binder	25.00	750.00	24.00	720.00					
5,337	Sq. Yds.	Fine grading	0.67	3,575.79	0.40	2,134.80					
5,337	Sq. Yds.	Seeding	0.67	3,575.79	0.70	3,735.90					
503	Tons	Top Soil	7.22	3,631.66	10.00	5,030.00					
8	Each	Inlet, 30", incl. casting	392.00	3,136.00	400.00	3,200.00					
6	Each	Castings adjusted to grade	100.00	600.00	175.00	1,050.00					
730	Lin. Ft.	Pipe, Class V, 12", R.C.P.	13.44	9,811.20	15.00	10,950.00					
320	Lin. Ft.	Pipe, 6" D.I. for sanitary taps	12.88	4,121.60	12.00	3,840.00					
600	Cu. Yds.	Gravel backfill for trenches #53	6.72	4,032.00	12.00	7,200.00					
		TOTALS		131,186.36		133,106.30					

62-230-11 9/25/75

BARRETT LAW
 SUBJECT TO COUNCILMANIC APPROVAL
 Preliminary Meeting _____
 Ratification _____

CONTRACT

This Agreement, made and entered into this 25 day of August, 1975

by and between _____

-----HIPS KIND ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Imp. Res. No. 5690-1975: for Scottsville Neighborhood Improvement Package

(see description on attached resolution).

by grading and paving the roadway to a width of 27 feet with 6" plain concrete,

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5690-1975 and at the following price per lined foot _____

at the following prices:

Excavation - regular	Four dollars and no cents, per cubic yard	4.00
Pavement, concrete, plain, 6", incl. curb	Nine dollars and eighty cents, per square yard	9.80
Pavement, asphalt, deep strength, 8"	Twenty dollars and no cents, per ton	20.00
Stone for drives, #73	Eight dollars and no cents, per ton	8.00
Hot asphalt surface, City Mix A-2, or State "B"	Thirty dollars and no cents, per ton	30.00
Hot asphalt binder	Twenty four dollars and no cents, per ton	24.00
Fine grading	Forty cents, per square yard	.40
Seeding, incl. mulch, & fertilizer	Seventy cents, per square yard	.70

Pavement, concrete, plain, 6", incl. curb	Nine dollars and eighty cents, per square yard	9.80
Pavement, asphalt, deep strength, 8"	Twenty dollars and no cents, per ton	20.00
Stone for drives, #73	Eight dollars and no cents, per ton	8.00
Hot asphalt surface, City Mix A-2, or State "B"	Thirty dollars and no cents, per ton	30.00
Hot asphalt binder	Twenty four dollars and no cents, per ton	24.00
Fine grading	Forty cents, per square yard	.40
Seeding, incl. mulch, & fertilizer	Seventy cents, per square yard	.70
Top soil	Ten dollars and no cents, per ton	10.00
Inlet, 30" incl. casting	Four hundred dollars and no cents, per each	400.00
Castings adjusted to grade	One hundred seventy five dollars and no cents, per each	175.00
Pipe, Class V, 12" R.C.P.	Fifteen dollars and no cents, per lineal foot	15.00
Pipe, 6" ductile iron for sanitary taps	Twelve dollars and no cents, per lineal foot	12.00
Gravel backfill for trenches, #53	Twelve dollars and no cents, per cubic yards	12.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 692-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally (in accordance with letter of agreement from Hipskind Asphalt Corporation) and in all respects completed on or before November 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date

....., 19..... until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 21

day of Aug, 1975

HIPSKIND ASPHALT CORPORATION

BY: David L. Hipskind

ITS: Pres

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
[Signature]
Carl E. O'Neal
[Signature]

Its Board of Public Works and Mayor.

ENCLOSURE

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Improvement Resolution

FOR STREET OR ALLEY

No. 5690 1975

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Scottsville Addition Neighborhood Improvement Package
as follows:
South Cedar Crest Circle, West Cedar Crest Circle and
North Cedar Crest Circle from the west property line of
from the property line of Kyle Road to the west property line of Kyle Road, and
to the property line of Pinecrest Drive from the north property line of South
Cedar Crest Circle to the south property line of North
Cedar Crest Circle.

By draining, curbing, grading and paving the roadway to a uniform width of twenty seven (27) feet
with Sheet Asphalt, Asphaltic Concrete upon a six (6) inch Concrete foundation, Six (6) inch Plain Concrete
or with 8" Macadam, 2" Binder and 1" Asphalt Top.

with 6" Plain Concrete

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

A maximum cost of \$12.00 per front foot
The total cost of said improvement, excepting the cost of street and alley intersections, shall be assessed
upon the real estate abutting on said Scottsville N.P.I. as above described and on
property within 150 feet of the line of the streets to be improved, and upon the City of Fort Wayne,
Indiana, to the extent of the street and alley intersections. All according to the method and manner provided
for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal
Corporation," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental
thereof. The City's cost of said improvement shall be paid from monies appropriated from
Revenue Sharing Funds and/or monies so designated for this N.P.I. by Board of Public Works.
Assessments if deferred, are to be paid in ten equal installments, with interest at the rate of five (5) per
cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the
property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall
the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or own-
ers for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or
certificates, issued to said contractor in payment for such work, except for such moneys as shall have been
actually received by the city from the assessments for such improvement, or such moneys as said city is by
said above entitled act required to pay. All proceedings had and work done in the making of said improve-
ment, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided
for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 2 day of July, 1975

BOARD OF PUBLIC WORKS:

K. D. Looney
Charles O'Neal
Edythe A. Gault

GUARANTY BOND

Know All Men by These Presents, That we-----

-----HIPSKIND ASPHALT CORPORATION-----

Contractors

as principal, and TRINITY UNIVERSAL INSURANCE COMPANY of DALLAS, TEXAS-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Thirty Three Thousand One Hundred Six Dollars and Thirty Cents-----

133,106.30

(\$-----)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----HIPSKIND ASPHALT CORPORATION-----

did on the----- day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

~~Section~~ Imp. Res. No. 5690-1975 for

Scottsville Neighborhood Improvement Package (see description on attached

Resolution), with 6" plain concrete

-----according to certain plans and specifications, and

for a period of three (3) years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

HIPSKIND ASPHALT CORPORATION-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 21 day of Aug 75

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terrence Waid

(Attorney-in-Fact)

HIPSKIND ASPHALT CORPORATION

(SEAL)

BY: David L. Hyskind

(SEAL)

ITS: Pres

(SEAL)

Approved this 25 day of August, 1975

Carl E. O'Neal
For Mayor
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

MAX ATORNEY

LIABILITY BOND

Know All Men by These Presents, That we-----

-----HIPSKIND ASPHALT CORPORATION-----

as principal, and TRINITY UNIVERSAL INSURANCE COMPANY of DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred
Thirty Three Thousand One Hundred Six Dollars and Thirty Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

133,106.30
(\$-----)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the-----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement
as to the workmanship, material and conditions for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain
in full force and virtue in law and in the event the said City shall extend the time for the completion
of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 21 day of Aug

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hyskind (SEAL)

ITS: Pres (SEAL)

(SEAL)

Approved this 25 day of August, 1975

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

AUGUST 19, 1975

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975, in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP	MISC.
ASBESTOS WORKER	S	10.55	35c	55c			31f
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	9.29	30	25		1	
CARPENTER (BUILDING)	S	8.73		67		4	21f
(HIGHWAY)	S	9.01	47	40		5	21f
CEMENT MASON	S	8.70	40				
ELECTRICIAN	S	9.60	30	17 3/4	30	4	
ELEVATOR CONSTRUCTOR	S	8.77	44 1/2	29	7 1/2	2	
GLAZIER	S	8.24	12		25	4	35 holidays
IRON WORKER	S	10.20	65	80		1	21f
LABORER (BUILDING)	S-SS	6.25-6.65	35	35		9	
(HIGHWAY)	S-US-SS	5.90-6.05	35	35		7	
(SEWER)	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31f
MILLWRIGHT & PILEDRIVER	S	9.06		67		4	21f
OPERATING ENGINEER (BUILDING)	S-SS	7.20-9.90	40	40		5	
(HIGHWAY)	S-SS-US	6.96-9.10	40	40		6	
(SEWER)	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.75-8.75	37	35		10	6 misc.
PLASTERER	S	8.40	40				
PLUMBER & STEAMFITTER	S	9.90	30	65		7	41f
MOSAIC & TERRAZZO GRINDER	S	6.65-8.85					
ROOFER	S	8.75		10			
SHEETMETAL WORKER	S	9.89	40	35		4	131f
TEAMSTER (BUILDING)	S-SS	7.36-8.37	18pw	19.50pw			
(HIGHWAY)	S-SS-US	7.16-7.76	17.50pw	19.50pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Roeder
 REPRESENTING GOVERNOR, STATE OF INDIANA

Clavin C. Leonard, Jr.
 REPRESENTING THE AWARING AGENCY

Frank M. Rine
 REPRESENTING STATE A.P.L. & C.I.O.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney containing and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized, does hereby nominate, constitute and appoint:

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds.

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

executed by its proper officer this 16th day of July, 1971

TRINITY UNIVERSAL INSURANCE COMPANY

L. C. Templeton

L. C. Templeton, Secretary Title

(SEAL)

Frank M. Wilmer

Frank M. Wilmer, Vice President

State of Texas ss:
County of Dallas

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 1971

(SEAL)

My commission expires June 1, 1973

C. E. Cason,

C. E. Cason
Notary Public

I, the undersigned, Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____ day of _____, 19____.

(Seal)

L. C. Templeton
Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

DIGEST SHEET



S-75-09-06

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Hipkind Asphalt Corporation in amount of \$133,106.30 for construction of concrete curbs and streets in Scottsville Addition, Resolution 5690-1975.

SEE "PRIOR APPROVAL" AND TABULATION ATTACHED

EFFECT OF PASSAGE Construction of concrete curbs & streets in Scottsville Addition

EFFECT OF NON-PASSAGE SEE "PRIOR APPROVAL"

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$133,106.30 (Property owners will be paying approximately \$59,000.00 of cost)

ASSIGNED TO COMMITTEE

Public Wks JLL